

# Hoodwinked by a sneaky subscription trap? Know, and use, the rights on your side

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## WHAT RULES SHOULD A TRADER BE PLAYING BY?

There are a number of rules that EU-based traders must play by. Under the EU's Consumer Rights Directive, before a consumer is bound by an online contract, certain information must be provided by the trader in a clear and comprehensive way. Where a subscription is concerned, this information should include the total costs for each month (or billing period); the duration of the contract — or if the contract is of indefinite duration or extended automatically, the conditions for ending that contract; the identity of the trader — and their contact details; the main characteristics of the goods or services being bought; and the amount of time you have to back out of a contract (where there is a right to do so).

“The trader must ensure that the consumer, when placing an order, explicitly acknowledges that the order implies an obligation to pay,” said Dr Cyril Sullivan of ECC Ireland.

“If the trader has not complied (with this rule), the consumer is not bound by the contract or order.”

You also have the EU's Unfair Commercial Practices Directive on your side. Under this law, a commercial practice is regarded as misleading if a trader presents an offer in a way that deceives or is likely to deceive a consumer about the terms of a product or service (such as the price, how the price is calculated, or the consumer's rights). This law would also deem a commercial practice to be misleading if it leads — or could lead — to a consumer buying

Bear in mind, though, that you don't usually have the protection of EU laws if you buy from a trader based outside the EU.

## DO I ALWAYS HAVE 14 DAYS TO CANCEL FOR NO REASON?

There are some things — such as hotel bookings and travel tickets — where you don't have a right to the 14-day cooling off period (where you can cancel your order within 14 days for any reason — as long as you're dealing with an EU-based trader) when shopping online.

Similarly, where a service has already begun before the end of the 14-day cooling off period, you no longer have the right to back out. For example, you lose the right to back out of a video streaming service once the streaming of the video has started — as long as this contract began with your consent and acknowledgement of the loss of the right to withdraw from it, according to Dr Sullivan. Don't take the trader's word for it though: check with ECC Ireland.

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## HOW CAN I BOOST MY CHANCES OF GETTING REDRESS?

“Pay through something that you're likely to get redress on — such as your credit card,” said Dr Sullivan. “A request for chargeback (where you get your money back after a card provider

Don't buy anything off a trader that you can't find the contact details for — or where the only contact details are its website or PO Box.